

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

Jun 23, 2025

SEAN F. McAVOY, CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

ANDREI JOHNSON, a single person,

Plaintiff,

v.

CITY OF SPOKANE POLICE
DEPARTMENT; CHIEF CRAIG
MEIDL, each in their personal and
representative capacities; NATE
SPIERING, each in their personal and
representative capacities; TODD
BELITZ, each in their personal and
representative capacities,

Defendants.

No. 2:25-CV-00085-MKD

ORDER GRANTING PROTECTIVE
ORDER

On June 18, 2025, the Court held a discovery dispute hearing. ECF No. 14. Marcus Sweetser appeared on behalf of Plaintiff. Brian Augenthaler and Adam Zenger appeared on behalf of Defendants. For the reasons stated on the record, the Court found good cause under Fed. R. Civ. P. 26(c) to issue an order to protect certain categories of information produced by a party in discovery in this matter to prevent annoyance, embarrassment, oppression, or undue burden or expense, and

1 granted Plaintiff's request for a protective order regarding Plaintiff's medical,
2 mental health, counseling, and tax records. Plaintiff subsequently submitted a
3 proposed protective order. Defendants informally informed the Court that they
4 approved of the proposed protective order.

5 Accordingly, **IT IS HEREBY ORDERED:**

6 1. Plaintiff's request for a protective order is **GRANTED**.

7 **PROTECTIVE ORDER**

8 Plaintiff's medical, mental health, counseling, and tax records could be
9 discoverable evidence in this matter. These records shall be marked
10 "Confidential" and referred to herein as Confidential Information. The Parties are
11 to maintain the privacy of the records as stated herein.

12 1. USE OF CONFIDENTIAL MATERIALS

13 With respect to the handling and use of Confidential Information:

14 1.1 Basic Principles. The Confidential Information shall be used solely for
15 the purposes of this Lawsuit and for no other purpose. Confidential Material shall
16 not be copied, reproduced or summarized except for the extent necessary in this
17 lawsuit.

18 1.2 Disclosure of "Confidential" Information. The Parties and their counsel
19 shall maintain the confidentiality of the abovementioned records produced, and not
20 to distribute or otherwise communicate such information to any person who is not

1 a party or not representing the parties in this litigation, and shall only disclose
2 information to non-party experts or other personnel as necessary to facilitate this
3 litigation only. The parties, counsel for the respective parties, insurance adjusters,
4 expert witnesses, and all administrative disclosure (including assistants and other
5 personnel), as recipients of any Confidential Information shall be apprised of this
6 agreement and exercise due care with respect to storage, custody, and use of all such
7 Confidential Information to ensure access is limited to persons authorized by this
8 order.

9 If the records are marked as exhibits at deposition, the exhibits shall be sealed
10 in an envelope marked “Confidential” at the conclusion of the deposition and shall
11 only be accessed as necessary for purposes of this litigation.

12 The parties shall not file Confidential materials with the Court in support of
13 a court motion without first giving opposing counsel reasonable advance notice of
14 their intent to do so and filing the documents under seal. The Court may address
15 whether the records shall remain under seal if requested by either party.

16 Documents marked “Confidential” will only be introduced as evidence at
17 trial after first giving opposing counsel reasonable advance notice of their intent to
18 do so and the materials are filed under seal; provided, however, a party may offer
19 the materials marked “Confidential” as impeachment evidence if an expert’s or
20 party’s trial testimony relating to a material issue in the case contradicts what is

1 reflected in the evidence. The Court may address whether the records shall remain
2 under seal if requested by either party.

3 2. ENFORCEABILITY

4 Any violation of this Protective Order can trigger certain rights under
5 Washington Civil Rules available to the witnesses and parties.

6 The terms of this Protective Order shall survive any settlement,
7 discontinuance, dismissal, severance, judgment, or other disposition of this case and
8 the Court shall continue to retain jurisdiction over the Parties and recipients of the
9 Confidential Information to enforce the terms of this Stipulation and Agreed
10 Protective Order.

11 **IT IS SO ORDERED.** The District Court Executive is directed to file this
12 order and provide copies to the parties.

13 DATED June 23, 2025.

14 s/Mary K. Dimke

MARY K. DIMKE

15 UNITED STATES DISTRICT JUDGE
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare
under penalty of perjury that I have read in its entirety and understand the
Protective Order that was issued by the United States District Court for the Eastern
District of Washington on _____, 2025, in the case of Andrei Johnson
v. City of Spokane Police Department, et al., No. 2:25-CV-00085-MKD.

I agree to comply with and to be bound by all the terms of this Protective
Order and I understand and acknowledge that failure to so comply could expose
me to sanctions and punishment in the nature of contempt. I solemnly promise that
I will not disclose in any manner any information or item that is subject to this
Protective Order to any person or entity except in strict compliance with the
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
Court for the Eastern District of Washington for the purpose of enforcing the terms
of this Protective Order, even if such enforcement proceedings occur after
termination of this action.

DATED: _____

SIGNATURE

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PRINTED NAME

CITY AND STATE WHERE SWORN/SIGNED